

CONTRACT #1
RFS # 323.99-00412
FA # Pending

Tennessee State Veterans
Homes Board

VENDOR:
Meharry Medical College



TENNESSEE STATE VETERANS HOMES BOARD

PO Box 11328 • 345 Compton Road • Murfreesboro Tennessee 37129

P: (615) 898-1181 • F: (615) 898-1619

August 5, 2010

State of Tennessee
Fiscal Review Committee
8th Floor, Rachel Jackson Building
320 Sixth Avenue, North
Nashville, TN 37243

RECEIVED

AUG 06 2010

FISCAL REVIEW

Distinguished Members of the Fiscal Review Committee:

Attached is a Request for Non Competitive Negotiation to secure the services of a Medical Director for the Tennessee State Veterans Home Murfreesboro Facility, a proposed contract for this service, and a proposed Contract Summary Sheet along with Supplemental Documentation Required for the Fiscal Review Committee. These documents constitute our request of the Fiscal Review Committee to approve the Tennessee State Veterans' Homes Board (TSVHB) entering into a five (5) year contract with Meharry Medical College.

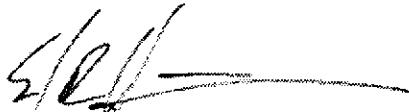
The proposed contract is for a five (5) year term, with maximum remuneration at the rate of Ten Thousand Dollars (\$10,000) per month. The negotiation process will determine the final cost per month. Additional limited funds in the amount of Two Thousand Dollars (\$2,000) per year are available for travel at the specific request of the Executive Director, primarily for the purpose of performing peer reviews at other TSVHB facilities, although travel may be requested by the Executive Director for other purposes, for example, attendance at a meeting, etc. The services to be provided by the Medical Director in providing consultation to the facility and supervision of medical practices and procedures are wide-ranging, require regular on-site visits, involvement in the facility's Quality Improvement and Assurance efforts, staff education, and serving as an on-call physician for emergency situations. Implementation of recommendations from regulatory surveys is crucial to the successful operation of the facility, and the Medical Director is responsible for ensuring that such recommendations are successfully put into action as new programs and procedures to provide the highest quality care to our residents.

As the Committee is aware, the Tennessee State Veterans Homes at Murfreesboro and Humboldt have been under the scrutiny of the United States Department of Justice and subject to a Settlement Agreement and Memorandum of Agreement which required that

the homes comply with all state and federal standards for medical care. While we have successfully met the requirements of the settlement, it is essential to the future success of the facility that Medical Director services be performed by an experienced, dedicated physician, familiar with all state and federal regulatory requirements. Dr. Mohamad Sidani, working under the auspices of Meharry Medical College, has been serving as Medical Director of the Murfreesboro facility since April 30, 2010 under a short term contract approved by the Division of Finance and Administration and the Comptroller. During this time an RFP process was conducted, but it proved unsuccessful in identifying a long term provider. This short term agreement expires on October 30, 2010. In his capacity as Medical Director of the Murfreesboro facility, Dr. Sidani met with members of the Department of Justice survey team when they recently conducted their final follow-up visit. Members of that team were extremely impressed with Dr. Sidani, his qualifications and experience (Curriculum Vitae attached to Non-Competitive Negotiation Request), and the improvements made at the facility under his direction. Meharry Medical College is willing to enter into a long term contract with Dr. Sidani as the designated physician, and we strongly feel that Dr. Sidani's continued oversight of the Murfreesboro facility will not only result in continued improvement in the quality of care for our residents, but will assure continued regulatory compliance and that the processes and procedures put into place to remedy constitutional deficiencies will be continued.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ed Harries', followed by a horizontal line.

Ed Harries
Executive Director

**Supplemental Documentation Required for
Fiscal Review Committee**

*Contact Name:	Kristy Knight, Executive Secretary	*Contact Phone:	615-225-1816
*Original Contract Number:	N/A	*Original RFS Number:	32399-00412 -M
Edison Contract Number: (if applicable)	N/A	Edison RFS Number: (if applicable)	N/A
*Original Contract Begin Date:	November 1, 2010	*Current End Date:	October 31, 2015
Current Request Amendment Number: (if applicable)	32399-00412 -M		
Proposed Amendment Effective Date: (if applicable)	N/A		
*Department Submitting:	Tennessee State Veterans' Homes Board		
*Division:			
*Date Submitted:	August 5, 2010		
*Submitted Within Sixty (60) days:	Yes		
If not, explain:			
*Contract Vendor Name:	Meharry Medical College		
*Current Maximum Liability:	\$36,052		
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)			
FY:2010	FY:2011	FY:	FY:
\$12,017.66	\$24,035.32	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)			
FY:2010	FY: 2011	FY:	FY:
\$12,017.66	\$6,008.853	Note: 3 months payment to date on a 6 mo. Contract \$6,008.83/mo.	
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			

**Supplemental Documentation Required for
Fiscal Review Committee**

*Contract Funding Source/Amount:	State:		Federal:	
Interdepartmental:			Other:	\$610,000.00
If "other" please define:			Funding Source is revenues collected from Tennessee State Veterans Home – Humboldt resident payor sources, including Medicare, Medicaid, private insurance, Hospice, resident/family private pay.	
Dates of All Previous Amendments or Revisions: (if applicable)			Brief Description of Actions in Previous Amendments or Revisions: (if applicable)	
Method of Original Award: (if applicable)				
*What were the projected costs of the service for the entire term of the contract prior to contract award?				

Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY: 2015	FY: 2016
Medical Director	\$82,000.00	\$122,000	\$122,000	\$122,000	\$122,000	\$40,000

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY:	FY:	FY:	FY:	FY:

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: Meharry Medical College under short term contract – 6 mos.	FY: 2010	FY: 2011	FY:	FY:	FY:	FY:
	\$12,017.66	\$24,035.32	Payments under short term (6 month) contract			
Other Vendor Cost: Dr. Jeanne Lessly - Humboldt	FY: 2010	FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY: 2015
	\$112,000.00	\$122,000.00	\$122,000.00	\$122,000.00	\$122,000.00	\$10,000.00

**Supplemental Documentation Required for
Fiscal Review Committee**

Other Vendor Cost: **various – preliminary research into finding a new Medical Director for Murfreesboro facility	FY: 2010	FY: 2011 \$120,000 to \$140,000	FY:	FY:	FY:	FY:

**Internet research and discussions with individuals in the long term care industry indicate that the average rate paid to a full time Medical Director is in the range of \$250,000 to \$278,000. Figures cited above are prorated to approximately a ½ time Medical Director to correspond to the anticipated needs of the facility.



E-Health Pre-Approval Endorsement Request E-Mail Transmittal

TO : Lovel VanArsdale, Office of e-Health Initiatives
Department of Finance & Administration

E-Mail : Lovel.Vanarsdale@tn.gov

FROM : ED HARRIES, EXECUTIVE DIRECTOR
TENNESSEE STATE VETERANS' HOMES BOARD

E-Mail : eharrles@tsvh.org

DATE : August 2, 2010

RE : Request for eHealth Pre-Approval Endorsement

APPLICABLE RFS # 32399-00412 - M

OFFICE OF E-HEALTH INITIATIVES ENDORSEMENT SIGNATURE & DATE :

William R. Harries

8/2/2010

Office of e-Health Initiatives

Office of e-Health Initiatives (eHealth) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with medical/mental health-related professional, pharmaceutical, laboratory, or imaging type services as a component of the scope of service. This request seeks to ensure that eHealth is aware of and has an opportunity to review the procurement detailed below and in the attached document(s).

Please indicate eHealth endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

MEDICAL/MENTAL HEALTH-RELATED SERVICE DESCRIPTION :

Medical Director, Tennessee State Veterans Home – Murfreesboro, to provide consultation to the facility and supervision of medical practices and procedures.

CONTRACTING AGENCY CONTACT :

PRISCILLA L. CAMPBELL, CONTRACT OFFICER

731-784-8405

pcampbell@tsvh.org

REQUIRED ATTACHMENT(S) AS APPLICABLE (copies without signatures acceptable) :

☒ RFP, Competitive Negotiation Request, Alternative Procurement Method Request, or Non-Competitive Contract/Amendment Request

☒ proposed contract or amendment

From: Pamela Hayden-Wood [Pamela.Hayden-Wood@ag.tn.gov]
Sent: Wednesday, May 19, 2010 10:26 AM
To: Priscilla Campbell
Cc: 'Ed Harries'; 'Russell Caughron'; 'Kristy Knight'
Subject: RE: Murfreesboro Medical Director RFP
Priscilla,

You requested a recommendation as to the inclusion of the following language in the proposed five year Murfreesboro Medical Director contract:

- E.17. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.18 Fraud and Abuse. Contractor represents and warrants that Contractor has not been sanctioned under any applicable state or federal fraud and abuse statutes, including exclusion from a federal health care program or if, during the term of this Agreement, Contractor, any parent of Contractor, or any officer, director or owner of Contractor, receives such a sanction or notice of a proposed sanction, Contractor will immediately provide to the Tennessee State Veterans Homes Board a notice of and full explanation of such sanction or proposed sanction and the period of its duration. Tennessee State Veterans Homes Board reserves the right to terminate the Contract immediately upon receipt of notice that Contractor, any parent of Contractor, or any officer, director or owner of Contractor, has been sanctioned under federal or state fraud and abuse statutes and Contractor agrees to indemnify and hold harmless facility from any and all liability, loss or expenses incurred directly or indirectly by any TSVHB Facility because of any sanctions incurred by Contractor under any applicable state or federal fraud and abuse statutes, including any exclusion from a federal health care program.
- E.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the

reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.20. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

I recommend that the above language be included in the contract for the Murfreesboro TSVH Medical Director for the reasons that follow:

E.17. Copyrights and Patents. There is a possibility, albeit slim, that the medical director might discover some new technique or drug application; on that basis I would recommend the inclusion of E.17.

E.18. Fraud and Abuse. This provision is very important in that sanctions on this basis can prevent a physician from being able to perform their duties as medical director and disqualify them from being able to bill Medicare/Medicaid for physician services.

E.19. Hold Harmless. The TSVH Medical Directors have a unique role in that they are State officials in their role as medical directors and independent practitioners in their role as attending physicians. As state officials, they are immune from suit in state court for their actions unless they are willful, malicious, criminal, or for personal gain. As attending physicians, their liability is their own. The TSVH Medical Directors also have

an oversight role over the other attending physicians which may result in the Medical Director making recommendations or even writing physician orders directing the care of patients of other physicians. The "Hold Harmless" language is necessary because the line between those responsibilities can be difficult to distinguish and could be used by the TSVHs if liability is imposed due to the Medical Director's actions.

E.20. Partial Takeover. The partial takeover language is necessary to allow the TSVHB to act immediately if there are issues with the services being provided by the medical director.

Pamela A. Hayden-Wood
Senior Counsel
Office of the Attorney General
General Civil Division
P.O. Box 20207
Nashville, TN 37202
615-741-7908
615-532-5683 (fax)
Pamela.Hayden-Wood@ag.tn.gov

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From: Priscilla Campbell [mailto:pcampbell@tsvh.org]
Sent: Tuesday, May 18, 2010 2:57 PM
To: Pamela Hayden-Wood
Cc: 'Ed Harries'; 'Russell Caughron'; 'Kristy Knight'
Subject: Murfreesboro Medical Director RFP

I have made the changes/corrections you mentioned. When I submit this to OCR, I will, as usual, need to attach Legal Counsel Recommendation regarding the inclusion of several paragraphs. These are E.17. Copyrights and Patents, E.18, Fraud and Abuse, E.19, Hold Harmless and E. 20, Partial Takeover. For your easy reference, I have also attached your comments regarding these paragraphs when we did the RFP for Medical Director Humboldt.
Thank you for your help.

REQUEST: NON-COMPETITIVE CONTRACT

APPROVED

Commissioner of Finance & Administration

Date:

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) RFS #	32399-00412 - M	
2) State Agency Name :	TENNESSEE STATE VETERANS' HOMES BOARD	
3) Service Caption :	Provision of services of Medical Director, Tennessee State Veterans Home - Murfreesboro	
4) Proposed Contractor :	Meharry Medical College	
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	November 1, 2010	
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	October 31, 2015	
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$810,000.00	
8) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state	
	<input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
9) Description of Service to be Acquired :		
Services of a physician licensed in the State of Tennessee who will serve as Medical Director to the Tennessee State Veterans Home – Murfreesboro, providing consultation to the facility and supervision of medical practices and procedures.		
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :		
State Health Department regulations, Centers for Medicare/Medicaid regulations and Federal VA regulations for nursing homes all mandate that nursing homes have a Medical Director at all times.		
11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :		
<p>Yes, the TSVHB has purchased these services in the past. When the immediately prior physician who served as Medical Director for the Murfreesboro facility terminated her position, TSVHB requested, and received approval for, a short term contract with Meharry Medical College. With that short term (April 30, 2010 – October 31, 2010) contract in place, TSVHB conducted an RFP process (RFP issued 6/15/10) to find a long term replacement. That RFP process was unsuccessful, and no proposals were received by the deadline established in the RFP Schedule of Events. The RFP was sent to 28 area physicians/clinics, however, it was unsuccessful in securing the services of a Medical Director. A similar RFP process was conducted earlier this year for the Humboldt facility. That effort also proved to be unsuccessful and the facility Medical Director was secured through an approved Non-Competitive negotiation process. The Knoxville facility has a Medical Director who was the sole respondent to an RFP process conducted in 2006. RFP's have failed at both the Murfreesboro and Humboldt facilities in the past.</p>		
12) Name & Address of the Proposed Contractor's Principal Owner(s) : (<u>not</u> required if proposed contractor is a state education institution)		

13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :

Meharry Medical College is proposing that Dr. Mohamed Sidani be assigned to this project. Dr. Sidani is the physician who has been filling this role under the existing short term contract with Meharry Medical College. He is highly qualified (curriculum vitae attached), and we have been very pleased with his services. He is a certified geriatrician and has the resources of Meharry Medical College at his disposal. When the Department of Justice conducted its final review of the Murfreesboro facility, DOJ representatives met with Dr. Sidani, and they, too, were extremely impressed with his qualifications and experience and with the improvements made at the facility under the guidance of Dr. Sidani and Meharry Medical College. We firmly feel that Dr. Sidani's continued oversight of the Murfreesboro facility will result in continued improvement in the quality of care for our residents and that the processes and procedures put into place to remedy constitutional deficiencies will be monitored and updated to ensure continued regulatory compliance.

14) Documentation of Office for Information Resources Endorsement :
(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

15) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

16) Documentation of State Architect Endorsement :
(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

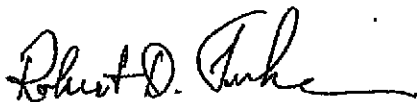
The RFP for Medical Director – Murfreesboro was issued on June 15, 2010, and sent to 28 Middle Tennessee area physicians, several of whom had expressed initial interest in the project. No proposals were submitted by the proposal deadline date of July 12, 2010 per the RFP Schedule of Events. As noted above, numerous RFP's and Alternative Procurement bid processes have either failed to produce a suitable provider of services or have, after a lengthy interview and negotiation process, been minimally successful.

18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process :
(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

It is mandatory that each facility have a Medical Director at all times. Securing this service from a suitable provider has been extremely difficult at the TSVHB facilities, as is the case throughout the Long Term Care industry. In order to maintain and continue to improve the high quality level of care recently recognized by the Department of Justice, it is essential that the facility contract with a highly qualified physician, functioning in a leadership role at the facility. Dr. Sidani, under the auspices of Meharry Medical College, has served in this capacity for the past several months under a short term contract, therefore he has a relationship with and knowledge of the residents at the Murfreesboro TSVH as well as their families. He and Meharry Medical College are interested in providing services on a long term basis, and his continued association with the Murfreesboro TSVH as medical director will be a tremendous asset as we work toward continued improvement and continued regulatory compliance..

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)



8/4/2010

Agency Head Signature

Date

CURRICULUM VITAE

Name: Mohamad Anis Sidani, MD, MS

Business Address: Meharry Medical College
Medical School
Family and Community Medicine Department
1005 Dr. D.B. Todd Jr. Blvd.
Nashville, TN 37208

Business Telephone: (615) 327-5817

Fax: (615) 327-5634

E-Mail: msidani@mmc.edu

Home Address (optional): 1020 Jones Parkway
Brentwood, TN 37027

Home Telephone (optional): (615) 377-6221

Birthdate: Beirut, Lebanon
Birthplace: 05/21/1959

Citizenship: American Citizen

Education:

Undergraduate:
October 1977 - June 1980
American University of Beirut
Biology-Chemistry Major

Graduate:
Medical School
September 1979 - June 1984
American University of Beirut
(1 year internship Internal Medicine)

Internship:
Internal medicine
July 1983 - June 1984
American University Hospital
(1 year internship Internal Medicine)

Residency
Residency II
July 1988 - June 1991
Family Medicine
Anderson Memorial Hospital

Curriculum Vitae
Mohamad Sidani, MD, MS

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600 N. Fant Street
Anderson, SC 29621

Residency I
July 1984 - June 1987

Family Medicine
American University of Beirut
Beirut, Lebanon

Post-Doctoral
Masters in Clinical Research
Design and Bio-statistics
October 1991 - May 1993

School of Public Health
University of Michigan
Ann Arbor, Michigan

Fellowships
Fellowship
July 1991-June 1993

Geriatric Medicine
University of Michigan
300 North Ingle
Ann Arbor, MI 48105

Certification:

Added Qualifications in Geriatric Medicine, April 1994, recertified in 2004, valid through 2014.
Board Certified in Family Medicine, July 1992, re-certified July 1998, 2004, valid through 2011.
ECFMG Certified (Number 372-107-3), Aug. 1989.
FLEX Colombia, SC, June 1990.
ACLS Provider, valid through June 2006
ACLS Instructor, March 1998 - Oct. 2000.
PALS Certificate, August 1996 - Aug. 1998.
ATLS Certificate, June 2004-June 2008.
ALSO Certificate, October 1994 - Oct. 1999. Recertified April 1999 --March 2004.
ALSO instructor, since November 1999
NALS Certificate, recertified Feb 2005, valid through 2007.

Licensure:

State of Tennessee, November 2006- Present (License no. 41790)
State of Louisiana, July 1997 – Present (License no. L#12345R)
State of West Virginia, 1993-June 2003. Expired in 2003
State of Michigan, 1991- expired January 31, 2007.
Lebanon, July 1984 - Present.
DEA Number: BS 1656024

Awards and Honors:

Curriculum Vitae

Mohamad Sidani, MD, MS

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United Health performance Physician designation 10 2004

Resident Teacher Award (STFM), June 1991.

Outstanding Resident Award (AAFP SC Chapter), June 1991.

M.D. Degree with Distinction, June 1984.

Dean's Honor List, Feb. 1978, June 1978, Feb. 1979, June 1979, June 1980, June 1981, June 1982, June 1984.

BS Biology-Chemistry with High Distinction, June 1980.

Lebanese Baccalaureate Part II with Distinction, July 1977.

Academic, Professional, and Research Appointments:

Associate Professor at MMC medical School department of Family and Community medicine Department, January 3, 2007 – Present.

Assistant Professor at LSUHSC Department of Family Medicine, New Orleans, LA, Aug. 1 1997 – January 2, 2007.

Field Professor, WVU, 1994 - 1995.

Moderator of Multidisciplinary Rounds, Kellogg Initiative in Health Professions Education/Roane County Team, Sep. 1993 - Oct. 1995.

Instructor, American University of Beirut, Department of Family Practice, Oct. 1987 - June 1988.

Professional Experience:

Associate professor at MMC, Medical School, Department of Family and Community Medicine, Nashville, TN. January 3, 2007 - Present

Assistant Professor at LSUHSC Department of Family Medicine, New Orleans, LA, Aug. 1, 1997 – January 2, 2007.

Private Practice (Family Practice with Obstetrics) at Ravenswood Family Practice Center/Jackson General Hospital, July 1996 - July 1997.

Group Practice at Greenfield Medical Center/Detroit Medical Center at Dearborn, Michigan, Oct. 1995 - July 1996.

Private Practice at Family Health Care (Family Practice with Obstetrics), July 1993 - October 1995.

Emergency Room Physician at Roane County General Hospital, July 1994 - April 1996.

Camp Doctor for Handicapped, Aug. 1992.

Curriculum Vitae
Mohamad Sidani, MD, MS

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Clinical Instructor at the American University of Beirut, Department of Family Practice,
Oct. 1987 - June 1988.

Hospital Appointments:

Nashville General Hospital, Medical Staff. January 2007.

Courtesy staff, Tulane University Lakeside Hospital, Metairie, LA, March 6, 2006-January 18,
2007 (resigned, moved out of state)

(consulting) Affiliate staff, Lakeside Hospital, Metairie, LA, March 3, 2004-March 4, 2006.

Provisional privileges, Lakeside Hospital, Metairie, LA, March 6, 2003-March 6, 2004.

Staff, St. John's Rehabilitation Hospital, Harahan, LA, June 2002 – January 18, 2007 (resigned,
moved out of state)

Courtesy Staff, Life Care Hospital, Kenner, Louisiana, Jan. 22, 2001— August 2005 (Hospital
closed after hurricane Katrina).

Consultant Staff, Memorial Medical Center, Rehab sites, kenner, Louisiana, Dec. 18, 2000-
October 2003. (Hospital left the area)

Active staff, Kenner regional medical center, Kenner, Louisiana, Jan 28, 1999 – Jan. 03, 2007
(resigned, moved out of state.)

Provisional Privileges, Kenner Regional Medical Center, kenner, Louisiana, Nov 1997 – Jan 28,
1999.

Active Staff, Jackson General Hospital, Ripley, WV, July 1996 - July 1997. (Left the area)

Active staff, Detroit Medical Center, Detroit, Michigan, October 1995 to July 1996. (Left the
area)

Active staff, Grace Hospital, Detroit, Michigan, October 1995 to July 1996. (Left the area)

Active Staff, Roane County General Hospital, Spencer, WV, July 1993 - July 1996. (Left the
area)

Membership in Professional Organizations:

Fellow of the American Academy of Family Physicians, 1998 - Present.

American Academy of Family Physicians, 1988-Present.

Louisiana Academy of Family Physicians, 1997-Present.

Jefferson parish medical Society, 1998-2005.

Curriculum Vitae

Mohamad Sidani, MD, MS

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American Academy of Family Physicians, WV Chapter, July 1993 - 1997.

Western Medical Society, WV, July 1993 - 1997.

American Medical Association, 1989 - Present.

Lebanese Order of Physicians, 1984 - Present.

ASCCP, 1995-Present.

American Diabetes Association, 1998 – 2004

American Geriatrics Society, 1998 - Present

Teaching Experience/Responsibilities:

Geriatric Rotation Coordinator. Department of Family and Community medicine
Department. MMC, Medical School. Nashville, TN. January 2007 – Present.

Practice Management Coordinatort. Department of Family and Community medicine
Department. MMC, Medical School. Nashville, TN. January 2007 – Present.

Geriatric Rotation Coordinator at LSU Family Practice Residency at Kenner. Oct 1998 -
present

Maternity Rotation Coordinator at LSU Family Practice Residency at Kenner. Oct 1998 -
present

Radiology Rotation Coordinator at LSU Family Practice Residency at Kenner. Oct 1998 -
present

Laboratory medicine Rotation Coordinator at LSU Family Practice Residency at Kenner.
Oct 1998 - 2001

Midcourse moderator for third year medical students at LSUMC School of Medicine in
New Orleans 1997 - present

Preceptorship of Medical Students, Jackson General Hospital, 1997.

Moderator of Multidisciplinary Rounds, Kellogg Initiative in Health Professions
Education/Roane Team, Sep. 1993 - Oct. 1995.

Preceptorship Medical Students, Family Health Care Clinic, Spencer, WV, Jan. 1994 -
Oct. 1995.

Procedure Preceptorship Family Health Care Clinic, Spencer, WV, 1993 - 1995
(Obstetrics, Colposcopy, Sigmoidoscopy, Stress testing, endometrial biopsy, Minor
surgery)

Curriculum Vitae
Mohamad Sidani, MD, MS

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Inpatient attending Department of Family Practice, University of Michigan, Inpatient Teaching Service, Jan. 1992 - June 1993.

Preceptorship Medical Students, Department of Family Medicine, University of Michigan, Ann Arbor, MI, July 1991 - June 1993.

Teaching Awards:

Faculty Teaching Award, June 2004, June 2005, June 2006, June 2007
Clinical Faculty Recognition Award, June 2002

Grants & Contracts:

MEHARRY CONSORTIUM GERIATRIC EDUCATION CENTERS, July 1, 2009 through June 30, 2010. Meharry Medical College. Funded; 15%

Principal investigator Family medicine part of the MEHARRY CONSORTIUM GERIATRIC EDUCATION CENTERS PROGRAM..7/1/2009 through 6/30/2010.

Co-investigator. Project Diabetes Planning- African American Population Grant. State funded. 8/1/2007 through 7/31/2008

MEHARRY CONSORTIUM GERIATRIC EDUCATION CENTERS, July 1, 2008 through June 30, 2009. Meharry Medical College. Funded; 5%

Principal investigator Family medicine part of the MEHARRY CONSORTIUM GERIATRIC EDUCATION CENTERS PROGRAM. 7/1/2008 through 7/1/2009.

Co-investigator Administrative units Grant. Department of Family and Community medicine. Funded

Predoc training grant. Family and Community Medicine Department. Meharry Medical College. Funded; 10%

Sub-investigator: The Effect of Sulodexide in Patients with Type 2 Diabetes and Microalbuminuria. Protocol No. KRX 101-301 Sponsor: Keryx Biopharmaceuticals, Inc., New York, New York, United States

Subinvestigator: The Effect of Sulodexide in Overt Type 2 Diabetic Nephropathy. Protocol: KRX 101-401 Amendment 1 – June 24, 2005. Amendment 2, March 10, 2006 Sponsor: Keryx Biopharmaceuticals, Inc., New York, New York

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Subinvestigator: A Multicenter, Randomized, Double-Blind, Prospective Study Comparing the Safety and Efficacy of Fenofibric Acid and Simvastatin Combination Therapy to Fenofibric Acid and Simvastatin Monotherapy in Subjects with Mixed Dyslipidemia. Protocol M05-749. Sponsor: Abbott Laboratories

Subinvestigator: A Long-Term, Open-Label, Safety Extension Study of the Combination of Fenofibric Acid and Statin Therapy for Subjects with Mixed Dyslipidemia. Protocol M05-758 Sponsor: Abbott Laboratories (This is a roll over from protocol 749)

Primary Investigator on "Investigation of the Medicinal Effects of Garlic on Type 2 Diabetes mellitus". March 2004-present.

Graduate training in family medicine. 9/4/98. Not funded.

Residency training grant. Residency training in primary Care: Family Medicine. Submitted 9/24/99 not funded.

Lee CC, Sidani MA, Hogikyan RV, Supiano MA. The effects of ramipril on sympathetic nervous system function in older patients with hypertension. July 2001-June 2003.

Journal Publications:

Zoorob RJ, Sidani MA, Williams J, Grief SN. Women's Health: Selected Topics. In Wellness and Prevention. Primary Care: Clinics in Office Practice. Submitted 01-16-2010. W. B. Saunders. Philadelphia, PA.. In press

Sidani MA, Zoorob RJ. Urinary tract infection (adult). Essential Evidence Plus. <http://essentialevidenceplyusd.com/content/eee/654>. Last updated 2009-11-07.

Zoorob RJ, Sidani M. Urinary tract infection (children). Essential Evidence Plus. <http://essentialevidenceplyusd.com/content/eee/842>. Last updated 2009-11-07.

Roger Zoorob, MD, MPH, Mohamad Sidani, MD, MS, Monty Van Beber, MD. Adult and Adolescent Immunizations: When to Recommend the new Vaccines. Infections in Medicine. 2009;26(3):72-77

Sidani M, Ziegler C. Wellness and Prevention. Preventing Heart Disease: Who Needs to be Concerned and What to Do. Primary Care: Clinics in Office Practice. 2008;35:589-607.

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Mohamad Sidani, MD, MS

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Zoorob RJ, Sidani MA. Reducing senior's risk of falling. Cortlandt Forum. 2007;September:55-6.

Roger Zoorob, MD, MPH, Mohamad Sidani, MD, MS, Monty Van Beber, MD. Adult and Adolescent Immunizations: When to Recommend the new Vaccines. The Consultant. 2008;48:501-508

Ilaben Bhagubhai Patel, MD, Mohamad Sidani, MD, MS, and Roger Zoorob, MD, MPH. Mitochondrial Encephalopathy, Lactic Acidosis and Stroke-like Syndrome (MELAS): A Case Report, Presentation, and Management. Southern Medical Journal. 2007;100:70-72

Sidani MA, Campbell J. Gynecology: select topics. Primary care Clinics in Office Practice; Alternative therapies. 2002;29:297-321

Sidani MA. Thyroid Disorders in the Elderly. The Female Patient. 2001;26:52-57.

Zoorob RJ, Anderson R, Sidani MA, Cefalu C. Cancer screening guidelines for the primary care physician. *American Family Physician*. 2001;63:1101-1112.

Zoorob RJ, Sidani MA. Managed Care Curriculum for Family Practice Residents. *Academic Medicine* 1999; 74:602-3.

Zoorob RJ, Sidani MA. Developing a Managed Care Curriculum for Primary Care Residency programs. *Medical Education* 1999;33:854-59

Lee CC, Sidani MA, Hogikyan RV, Supiano MA. The effects of ramipril on sympathetic nervous system function in older patients with hypertension. *Clinical Pharmacology and Therapeutics*. 1999;65:420-7.

Supiano MA, Hogikyan RV, Sidani MA, Galecki AT, Krueger JL. Sympathetic nervous system activity and α -adrenergic responsiveness in older hypertensive humans. *American Journal of Physiology*. 1999;276:E519-28.

Books & Chapters:

Sidani MA, Zoorob RJ. Urinary tract infections in Adults. Evidence at hand. Submitted May 2008. In Press

Zoorob RJ, Sidani M. Urinary tract infections in children. Evidence at hand. Submitted March 2008. In Press.

Zoorob RJ, Sidani MA, Gatipon B, et al. Comprehensive Residency Manual for Family Practice Residency Directors. Society of Teachers of Family Medicine Book Store, Kansas City, Missouri. 1999.

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Mohamad Sidani, MD, MS
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Sidani MA. Tympanocentesis: in Rakel RE, ed. Saunders Manual of Medical Practice, 2nd edition, WB Saunders, Philadelphia, PA, 2000: 125-6.

Cefalu C, Sidani MA. Endocrine Disorders in elderly: in Burke, Laramie, eds. Primary Care for the Older Adult. Mosby, Inc, St. Louis, MO (In Press).

Zoorob RJ, Sidani MA, deBoisblanc B. pulmonary medicine. In: Rakel RE, eds. Family medicine text book. 6th edition. 2000 (submitted 2/16/00)

Continuing Education (CME):

Presented:

Sidani MA. Osteoporosis. 2009 Internal Medicine Board Review. MMC. Internal medicine Department. Nashville, TN. 5/28/09 -5/31/09

Sidani MA. Falls, Dementia, Urinary Incontinence, Pressure Ulcers. 2009 Internal Medicine Board Review. MMC. Internal medicine Department. Nashville, TN. 5/28/09 -5/31/09

Sidani MA. Geriatrics Potpourri. 5th Annual Geriatric Retreat. Meharry Consortium Geriatric Education Center. Hutton Hotel Nashville, TN. May 13, 2009

Sidani MA. First DVT: What is Next. Meharry Medical College. Family and Community Medicine Grand Rounds. November 5, 2008.

Sidani MA. Pain management for the elderly. American Academy of pain Management: 19th Annual Clinical Meeting. Gaylord Opryland Convention Center. September 8-11, 2008.

Sidani MA. Falls, urinary incontinence, dementia, pressure ulcers. ABIM Board Review. MMC Dept IM and UT Baptist Hospital Dept IM. June 12, 2008. MMC, Medical School. Nashville, TN.

Sidani MA. Carrers in Aging: Consider the Possibilities. MMC Geriatric Student Forum. MMC Nashville, TN. April 12, 2008

Sidani MA. Delirium in elderly. Geriatric retreat. Meharry medical College. Millennium Maxwell House Hotel – Nashville. March 5, 2008

Sidani MA, Zoorob RJ. Fetal Alcohol Syndrome: Prevention, Diagnosis, and the Clinical Encounter. U.T. Family Medicine Center, Department of Family Medicine, Jackson, TN. April 9, 2008

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Mohamad Sidani, MD, MS
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Sidani MA. Medical consultant for Foot exam video. Tennessee primary care Association. February 2008

Sidani MA. Urinary Incontinence in Elderly. Medical Gerontology Certificate program Geriatric Education Consortium (Meharry, Vanderbilt, TSU). Center on Aging, Meharry medical College. November 9, 2007. MMC, Medical School. Nashville, TN.

Sidani MA. Falls, urinary incontinence, dementia, pressure ulcers. ABIM Board Review. MMC Dept IM and UT Baptist Hospital Dept IM. June 1, 2007. MMC, Medical School. Nashville, TN.

Sidani MA. Osteoporosis Diagnosis and Management. The 28th Internal Medicine Commencement Seminar. Healthy Aging in the New Elderly. May 18, 2007. MMC, Medical School. Nashville, TN.

Sidani MA. Fetal Alcohol Syndrome Prevention, Diagnosis, and the Clinical Encounter. Tennessee primary care Association's 31st Annual Conference program "Turning Into Community Health Care: Focusing on Quality." April 28-30, 2007. Hilton Memphis

Sidani MA. Geriatric Assessments. Medical Gerontology Certificate program Geriatric Education Consortium (Meharry, Vanderbilt, TSU). Center on Aging, Meharry medical College. March 30, 2007. MMC, Medical School. Nashville, TN.

ALSO course Faculty. LSU Family Practice program Alexandria, July 28-29, 2006.

Grand Round. MMC. Family and Community medicine Department. 75 year-old woman with left knee pain. 02/01/2006

ALSO course Faculty. LSU Family Practice program Alexandria, April 15-16, 2005.

ALSO course Faculty. BRGMC Family Medicine Residency Program at Baton Rouge, LA. January 24th-25th, 2004.

Sidani MA. Preventive Services for Individuals with Developmental Disorders. New Horizons in Medical Support for Individuals with Developmental Disabilities. Hilton New Orleans Airport, Kenner, LA. June 20-21, 2003.

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ALSO course Faculty. BRGMC Family Medicine Residency Program at Baton Rouge, LA. January 24th-25th, 2003.

Sidani MA. Thyroid Problems of the elderly. The 31st Family Practice update in New Orleans. The Royal Sonesta Hotel in New Orleans, LA. April 15, 2002.

Sidani MA. New Methods of Contraception. The 31st Family Practice update in New Orleans. The Royal Sonesta Hotel in New Orleans, LA. April 17, 2002

Sidani MA. The Who, What, and How of Medicare fraud and Abuse. The 3rd Annual LSU Geriatric and Gerontological Update. The Hotel Monteleone New Orleans, LA. December 9, 2001.

Sidani MA, Smith V. Evaluation of Altered Mental Status. New Orleans Area Family Medicine Grand Rounds. New Orleans, LA. May 02, 2001.

Sidani MA. Decubitus Ulcers. The 30th Family Practice Update in New Orleans. Royal Sonesta Hotel in New Orleans, LA. May 02, 2001.

Sidani MA, Zoorob RJ, Cender D. Peptic Ulcer Disease: An Old disease Unraveled. Abstract at LAFP Foundation Research Network seminar. Pennington Biomedical research Foundation Auditorium. October 28, 2000.

ALSO course Faculty. LSUHSC at Alexandria, LA. January 26-27, 2001.

Sidani MA, Housing and financial Considerations for the Alzheimer's Patient. Caring for the Elderly - A Focus on Alzheimer's disease, dementia and Advances in geriatric Medicine. Institute Of professional Education, LSU Medical center Foundation. New Orleans, LA. July 28, 2000

Zoorob RJ, Sidani MA, Larzelere M. Issues in diagnosis and Treatment of Anxiety and depression #313 three-hour course. 1999 AAFP Scientific Assembly. Orlando, Florida. September 18, 1999.

Sidani MA. Avoiding Fraud in Medicare. Geriatric update for the new Millenium. Institute Of professional Education, LSU Medical center Foundation. New Orleans, LA. August 15, 1999.

The Effects of Angiotensin Converting Enzyme Inhibition on Insulin Sensitivity in Geriatric Hypertension: Preliminary Findings. Abstract at the First Annual Department of Internal Medicine Research Day at University of Michigan, April 17, 1993.

Curriculum Vitae**Mohamad Sidani, MD, MS****12**

Heightened Sympathetic Nervous System Activity and α -Adrenergic Responsiveness in Older Hypertensive Humans. Co-author of abstract at APCR Meeting, April 29 - May 2, 1994.

Speaker at the University of Michigan Annual Family Practice Review Conference, Nov. 1992. (Falls in Elderly, Urinary Incontinence)

Departmental Conferences, Division of Geriatric Medicine, University of Michigan, July 1993-June 1995. (Postural Hypotension, Hypocholesterolemia, Urinary Incontinence, Normotensive Hydrocephalus).

Departmental Conferences, Department of Family Practice, University of Michigan, July 1991-June 1993. (Hypercholesterolemia in elderly, Osteoporosis, Falls in elderly, Decubitus ulcers).

Series of Geriatric Medicine lectures at Anderson Memorial Residency Program, 1990 - 1991.

Series of lectures on Islam, Anderson College, 1989 - 1991.

Seminar on Alzheimer's disease. October 15, 1997 Kenner Regional Medical Center/Wellness Connection

Operative Delivery. LSUHSC Family Practice residency, Kenner, LA. June 10, 2003.

Episiotomy. LSUHSC Family Practice residency, Kenner, LA. April 29, 2003.

Shoulder Dystocia. LSUHSC Family Practice residency, Kenner, LA. March 11, 2003.

Evaluation of Abnormal Pap Smear. LSUHSC Family Practice residency, Kenner, LA. July 9, 2002.

Flexible Sigmoidoscopy. LSUHSC Family Practice residency, Kenner, LA. October 31, 2001.

Endometrial Biopsy. LSUHSC Family Practice residency, Kenner, LA. March 14, 2001

Flexible Sigmopidoscopy. LSUHSC Family Practice residency, Kenner, LA. September 8, 1999.

University/Institutional Service:

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Mohamad Sidani, MD, MS
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Departmental Committees

Member of the P&T Committee at Nashville General Hospital, Nashville, TN. July 2008 - Present

Co-chair Medical Staff Quality Oversight Committee (MSQOC) at Nashville General Hospital, Nashville, TN. January 2008- January 2009

Member of the Medical Staff Quality Oversight Committee (MSQOC) at Nashville General Hospital, Nashville, TN. January 2007- January 2008

Head of Clinic Operations Committee. Department of Family and Community medicine. MMC, medical School. January 2007 – Present.

Member of Electronic record committee. Department of Family and Community medicine. MMC, medical School. January 2007 – Present.

Chair of Curriculum Committee at LSUHSC Family Practice Residency-Kenner

School of Medicine Committees

LSU Healthcare Network Clinical Faculty Advisory Group, May, 98 – 2000

Compliance officer for the Family Medicine Department at LSU-Health Care Network, Oct. 1997 – December 2003.

Hospital Committees

Member of Quality Assurance Steering Committee. NGH, March 2007 – Present.

Chair of Faculty Advisory Committee, QA for Dept of Family Medicine. NGH, January 2007 – present.

Chair of the Pharmacy and Therapeutics Committee, Kenner Regional Medical Center, July 2006 – January 2007.

Member of the Medical records Committee, Kenner Regional Medical Center, December 28, 2000 - present.

Member of the Pharmacy and Therapeutics Committee, Kenner Regional Medical Center, February 2004 – June 2006.

Kenner Independent physician Association. Board of directors, April 1999 - August 1999.

LSU Healthcare Network Clinical Faculty Advisory Group, May, 98 – 2000

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Mohamad Sidani, MD, MS

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Compliance officer for the Family Medicine Department at LSU-Health Care Network, Oct. 1997 – December 2003.

Member of Performance Improvement (CQI) Committee, Jackson General Hospital, Oct. 1996 - Present.

Member of Infection Control Committee, Roane General Hospital, July 1993 - Oct. 1995.

Member of Pharmacy Committee, Roane General Hospital, July 1993 - Oct. 1995.

Member of Obstetrics Committee, Roane General Hospital, July 1993 - Oct. 1995.

Member of Infection Control, Anderson Memorial Hospital, July 1988 - June 1991.

Clinical Service:

Clinics:

Clinics at LSU Family Practice Center-Kenner 60-70% of the time.

Inpatient Service Activities:

Staff the inpatient rounds for the LSU Family Medicine Residency at Kenner. Teaching round for residents and clinical rounds. Two weeks out of every 10 weeks.

Staff LSU Family Practice residents during deliveries at KRMC.

Call:

On call for the LSU Family Medicine Residency at Kenner every third night.

Administrative Responsibilities:

Departmental

Vice Chair for Clinical Affairs, Department of Family and Community medicine Department, April 3, 2009 – Present

Medical Director, Department of Family and Community medicine Department, January 3, 2007 – April 3, 2009.

Associate Residency Director, Department of Family Medicine, Louisiana State University Medical Center, New Orleans, Louisiana, March 2004 - Present.

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Mohamad Sidani, MD, MS

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Interim Residency Co-director Department of Family Medicine, Louisiana State University Medical Center, New Orleans, Louisiana, January 1, 2004 – March 2004.

Member of the LAFP Committee on Legislative and Membership Issues, August 2003 – 2007

Head of Peer Review Committee for the Hammond developmental Center May 2002- Present

Medical director of Bunche Middle School Health Clinic, Metairie, Louisiana, July 2000-present

Associate Residency Director, Department of Family Medicine, Louisiana State University Medical Center, New Orleans, Louisiana, August 1998 – March 2004.

Family Practice Center Director, LSU Family Practice Center, Kenner, Louisiana, Dec. 1997 – June 2002.

Medical Director of St. Elizabeth's Caring Nursing Home. October 2000 - May 2002

Tar wars coordinator at the Family Medicine department at LSUMC School of Medicine, Sep. 1997.

Medical Director of Skilled Nursing Facility, Roane General Hospital, July, 1993-October, 1995.

Doctor, Jackson County Schools, Aug. 1997 - Present

Medical Director of Minnie Hamilton Clinic, Grantsville, West Virginia, Feb. 1995 - July 1995.



CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

Agency Tracking # 32399-00112 - M	Edison ID
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Contractor Meharry Medical College	Contractor Federal Employer Identification or Social Security # <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 62-0488046
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Service Medical Director to the Tennessee State Veterans Home – Murfreesboro, providing consultation to the facility and supervision of medical practices and procedures

Contract Begin Date November 1, 2010	Contract End Date October 31, 2015	Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA #(s)
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FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011				\$82,000.00	\$82,000.00
2012				\$122,000.00	\$122,000.00
2013				\$122,000.00	\$122,000.00
2014				\$122,000.00	\$122,000.00
2015				\$122,000.00	\$122,000.00
2016				\$40,000.00	\$40,000.00
TOTAL:				\$610,000.00	\$610,000.00

— OCR Use —	Agency Contact & Telephone # Ed Harries, Executive Director 615-225-1816
	Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
	Speed Code Account Code

Contractor Ownership/Control					
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government	
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> NOT Minority/Disadvantaged	<input type="checkbox"/> Other	

Contractor Selection Method		
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation *	<input type="checkbox"/> Alternative Competitive Method *
<input checked="" type="checkbox"/> Non-Competitive Negotiation *	<input type="checkbox"/> Other *	

***Procurement Process Summary**

Upon the resignation of the immediately prior Medical Director, the Executive Director, TSVHB contacted several area Medical Centers to secure the services of an interim provider. Meharry Medical College is one of those organizations. The Executive Director held several meetings with Chair of Meharry Medical College, during which the discussed the current concerns of the facility, remuneration and the offer by Meharry Medical College of providing the services of Dr. Mohamad Sidani. TSVHB requested, based on the limited time available, and received approval to enter into a short term (April 30, 2010 – October 31, 2010) contract with Meharry Medical College. After putting this contract in place, the TSVHB requested and received approval to conduct an RFP process to secure the services of a physician to serve as Medical Director for the Murfreesboro facility under a long term (5-year) contract. That RFP was released in June, 2010. It was sent to 28 area physicians or clinics, some of whom had earlier expressed an interest in the project, the RFP was unsuccessful in securing the services of a Medical Director. Although they did not submit a formal proposal in response to the RFP, meharry Medical College remains interested in continuing to provide this service on a long term basis, and they have offered the services of Dr. Mohamad Sidani, who has been performing that service under the short term contract. We have been very pleased with the services provided by Dr. Sidani under the auspices of Meharry Medical College. He is a certified geriatrician and has the resources of Meharry Medical College at his disposal. When the Department of Justice conducted its final review of the Murfreesboro facility, DOJ representatives met with Dr. Sidani, and they were extremely impressed with his qualifications and experience. We believe it will be in the best interests of the Murfreesboro Tennessee State Veterans Home, therefore the state, to enter into a contract with Meharry Medical College for the provision of Medical Director Services.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE STATE VETERANS' HOMES BOARD
AND
MEHARRY MEDICAL COLLEGE
DEPARTMENT OF FAMILY AND COMMUNITY MEDICINE**

This Contract, by and between the State of Tennessee, TENNESSEE STATE VETERANS' HOMES BOARD, hereinafter referred to as the "State" and MEHARRY MEDICAL COLLEGE, DEPARTMENT OF FAMILY AND COMMUNITY MEDICINE, hereinafter referred to as the "Contractor," is for the provision of the services of a physician licensed in the State of Tennessee who will serve as Medical Director to the Tennessee State Veterans Home – Murfreesboro, providing consultation to the facility and supervision of medical practices and procedures, as further defined in the "SCOPE OF SERVICES."

The Contractor is a Corporation

Contractor Federal Employer Identification or Social Security Number: 62-0488046

Contractor Place of Incorporation or Organization: Tennessee

BACKGROUND INFORMATION:

The Tennessee State Veterans' Homes Board (TSVHB) is an instrumentality of the State that receives no direct appropriations of funds and must operate its Homes in a manner to be financially self-sufficient. Tennessee Code Annotated Section 58-7-101(b) provides that "the primary purpose of the homes shall be to provide support and care for honorably discharged veterans who served in the United States armed forces." The Board operates the Homes through its Executive Staff. The address of the Executive Staff is:

P.O. Box 11328
(345 Compton Road)
Murfreesboro, TN 37129

The Executive Staff consists of an Executive Director and support staff, which include a Financial Director and an Information Technology Director. The Board currently operates three facilities, one in Murfreesboro (opened in 1991), one in Humboldt (opened in 1996), and one in Knox County (opened in 2006). The facilities currently each employ approximately 170 clinical, business office and support personnel under the direction of an Administrator and Director of Nursing. These facilities are all dually certified, 140 bed nursing homes. Each Home contracts with a Medical Director. While each Medical Director functions independently, the facilities do operate under the same general guidelines.

The Medical Director is expected to provide Clinical Leadership to the Home and to residents' attending physicians, participating in administrative decision making and the development of policies and procedures related to patient care. He/she shall uphold the ethics of the medical profession in all aspects of care rendered, and will promote a learning culture within the facility so as to provide a high quality level of compassionate care to the residents.

The Board shall designate a representative (hereinafter the "Executive Director") to oversee the performance of the Contractor relative to the Scope of Services as detailed in this Contract.

In any situation which, pursuant to the terms of this Contract, the Board shall be required or permitted to take any action, to give any approval or receive any report, the Contractor shall be entitled to rely upon the written Statement of the Board's Executive Director to the effect that any such action or approval has been taken or given, and delivery of any such report to the Board's Executive Director shall constitute delivery to the Board.

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

A.2. RESPONSIBILITIES OF CONTRACTOR

- A.2.1. Licensed Personnel. Contractor shall designate an individual, licensed physician staff member acceptable to TSVHB to perform the services under this contract. Prior to beginning to perform such service, credentials and proof of insurance for the designated individual shall be submitted to the Administrator of the facility. Such documentation shall be resubmitted from time to time as is necessary to keep facility records current.
- A.2.2. Services As Needed/Requested. It is understood that in addition to his/her regularly scheduled services, the Contractor shall also provide services to the Home on an as needed or as requested basis, including emergency consultation. Reasonable prudence and good judgment will be exercised by facility staff in making requests for service.
- A.2.3. Medical Administration. Contractor shall assume and discharge responsibility for medical administration and professional supervision of the patient care directed by the Home, consistent with the Home's policies and procedures, standards and criteria prescribed by the Board, the applicable standard of care for the Contractor within the medical profession and all applicable federal and state laws and regulations, and Veterans Administration standards. Contractor shall fully implement recommendations from surveys conducted at the Home.
- A.2.4. On Site Visits. In order to meet the needs of the facility, Contractor shall spend sufficient time on site, but not less than eight (8) hours per week, primarily between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday in the facility addressing the responsibilities of this position. This shall include, but not be limited to, consulting with Nursing Management and Administration, reviewing resident charts, examining patients and providing supervisory services. Scheduling must be flexible in order to meet the needs of the facility.
- A.2.5. Nurse Practitioner.
- Contractor may employ or sub-contract with a Nurse Practitioner acceptable to the Board to work at the Home. Hours and duties for this employee will be scheduled by the Contractor, in consultation with the Administrator of the Home or his/her designee based on the needs of the Home. A copy of licensing and other credentials of the Nurse Practitioner shall be kept on file at the Home, and updated as necessary to ensure that credentialing file is kept current.
- A.2.6. Budgeting. Contractor shall participate with the Home in the budgetary process in minimizing costs.
- A.2.7. Accreditation. Contractor shall participate with the Home's administrative staff in preparing the Home for any applicable accreditation.
- A.2.8. Goals and Objectives. Contractor shall provide input as requested in establishing medical service goals and objectives for the Home in conjunction with appropriate Home personnel and Home's interdisciplinary group.
- A.2.9. Quality Improvement and Assurance. Contractor shall participate in the Home's quality improvement and quality assurance program, and shall attend meetings of those committees to which the Home assigns the Medical Director to be a member and requests the Medical Director's presence.
- A.2.10. Consultation. Contractor shall provide medical consultation in ethical decisions regarding patient care, advance directives and employee issues with the Administrator, Unit Manager and Director of Nursing.
- A.2.11. Specialty Programs and Meetings. Contractor shall assist the Home in the development of specialty programs and attend meetings when requested.
- A.2.12. Physician Education. Contractor shall promote the education of other physicians in the community regarding services provided by the Home, and shall assure a continuum of quality medical care for the patient.
- A.2.13. Staff In-Service Education. Contractor shall participate in appropriate planning and presentations of the Home's in-service education programs.

- A.2.14. Inpatient Alternatives. Contractor shall initiate and develop creative, innovative and cost effective alternatives to inpatient hospital services through services provided by the Home.
- A.2.15. Managed Care Contract. Contractor, in conjunction with Chief Executive Officer, shall provide medical leadership for the Home negotiating contracts with managed care companies and other health care organizations.
- A.2.16. Confidentiality. Contractor shall maintain the confidentiality of information supplied by the Home.
- A.2.17. Patient Care. Contractor shall assure the appropriateness of patient care, within applicable standards of practice, and shall provide a medical perspective on administrative decision-making. Contractor shall be knowledgeable concerning policies and programs of public health agencies, which may affect resident care programs in the Home. Contractor shall be available for consultation with the Home's staff in evaluating the adequacy of the Home's staff to meet the psycho-social needs, as well as the medical and physical needs of the residents.
- A.2.18. Governing Board Meetings. Contractor shall attend and participate in meetings of the Homes governing board from time to time, as required by the Home.
- A.2.19. Consultation on Policies. Contractor shall consult with the Home and its staff, affiliated physicians, and residents' attending physicians on the development, revision, and implementation of the Home's policies, procedures, and protocols as requested by the Home, but at least annually.
- A.2.20. Attending Physician Services. This contract shall not preclude Contractor from serving as attending physician for residents of the Home, and in his/her capacity as attending physician, visiting residents in accordance with Medicare, Medicaid, or third party payor requirements and billing those entities directly for such services. If there is a separate attending physician, the Contractor shall provide medical care to the Homes residents in the event that the attending physician is unable to respond to the care needs of a patient or unable to retain responsibility for a patient's care.
- A.2.21. Certification. Contractor shall review, certify and re-certify patient eligibility for the Home's services, in accordance with the Home's program policies and Medicare and Medicaid reimbursement guidelines.
- A.2.22. Home Committees and Groups. Contractor shall serve as a medical resource to and member of the Home Interdisciplinary Group, through personal attendance at Home Interdisciplinary Group conferences.
- A.2.23. Equipment and Supplies. Contractor shall make recommendations to the Home in conjunction with any pharmacists (consultant) that the Home may retain on the type and amount of equipment and pharmaceuticals that are necessary or advisable for the Home to provide appropriate patient care services.
- A.2.24. Other Services. Contractor shall provide other professional medical services related to the medical needs of the Home and its residents as the Home may request, from time to time.
- A.2.25. Orders. Contractor shall promptly and accurately record all physician orders and medical services provided pursuant to this contract in a format approved by the Home. Contractor shall provide a signed detailed medical record entry at the time each medical service is rendered to a Home resident whether a scheduled or emergency visit. Contractor shall prepare and maintain accurate and complete reports and other documentation in accordance with sound medical practice, state and federal laws and regulations, Home policies and procedures and other reasonable requirements of the Home. State/Federal regulations and Home policies and procedures will mandate frequency and details of reporting. Such records shall remain the property of the Home.
- A.2.26. Facility Staff. Contractor shall provide appropriate professional guidance and consultation directly to the Home's supervisory personnel. Contractor shall provide appropriate guidance and working relationships with attending physicians to insure effective medical care. Contractor shall provide appropriate professional guidance to the Home's supervisory personnel regarding written bylaws, rules and regulations applicable to each physician attending residents in the Home. Contractor shall consult and communicate on a regular basis with the Home's Administrator and Director of Nursing through his/her attendance at the monthly Quality Assurance Committee meeting.

- A.2.27. Incidents and Accidents. Contractor shall review incidents and accidents that occur on the premises of the Home to identify hazards to health and safety. Contractor shall advise the Home on employee health policies as requested by the Administrator and/or Board of Directors.
- A.2.28. Resident Emergencies. Contractor shall provide emergency resident coverage in the event the attending physician cannot be located. Contractor shall develop a working relationship with the resident's attending physician's staff in efforts to ensure effective medical care. Contractor shall assist Home in arranging for continuous physician coverage for medical emergencies and in developing procedures for emergency treatment of residents.
- A.2.28. Employee's Pre-Employment and Annual Physicals. Contractor shall provide pre-employment and annual physicals according to Board policy and State/Federal regulations.
- A.2.30. Non-discrimination. Contractor shall not discriminate in the treatment of the Home's residents because of race, color, creed, age, religion, handicap, sex or national origin.
- A.2.31. Peer Review. Contractor shall submit to quarterly peer review and shall participate in the periodic peer review of others, including Medical Directors of other TSVH facilities, currently located in Murfreesboro and Knoxville, as requested.
- A.3. RESPONSIBILITIES OF THE HOME:
- A.3.1. Professional Management. Home shall be responsible for the delivery of Home services, and for the professional management of all services provided to the Home's residents; provided, however, that the Contractor shall exercise independent medical judgment regarding the method of delivering Medical Director Services pursuant to this contract.
- A.3.2. Tasks. Home shall be responsible for assuring the completion of the following tasks:
- I. Accepting residents for treatment in accordance with the Home's policies, and performing patient assessments on such patients;
 - II. Developing a plan of care for each resident, in conjunction with the Contractor;
 - III. Coordinating and evaluating the care provided to its residents;
 - IV. Maintaining a complete and timely clinical record, including an assessment, plan of care, medical history, physician's orders and progress notes relating to all services provided;
 - V. Establishing a discharge plan;
 - VI. Orienting Contractor to the Home's policies and procedures;
 - VII. Assuring adequate personnel support to implement and appropriate proposals and recommendations to the Contractor;
 - VIII. Coordinating and scheduling interdepartmental or committee meetings or conferences and notifying the Contractor of any anticipated need for his/her involvement therein and;
 - IX. Retaining written reports provided by the Contractor to the Home and coordinating follow-up action based on those reports.
- A.3.3. Peer Review. The Home shall schedule and ensure completion of quarterly peer reviews of the Contractor.
- A.4. AVAILABILITY OF THE HOME:
- A.4.1. Access to Facility. The Home, including the services of a Registered Nurse, shall be available to the Contractor twenty-four (24) hours per day, seven (7) days per week.

- A.4.2 Clinical Information. The Home shall provide the Contractor with access to, and appropriate training in, the use of the resident clinical information systems.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on November 1, 2010, and ending on October 31, 2015. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Six Hundred Ten Thousand Dollars (\$610,000). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4. shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per month)
MEDICAL DIRECTOR SERVICES	TBD During Negotiations

- c. The Contractor shall not be compensated for travel time to the primary location of service provision.
 - d. A "month" shall be defined as a full calendar month of service. The Contractor shall bill only for portions of a month, prorated on a daily basis, if the Contractor provided less than a full calendar month of service. The Contractor shall not bill more than the monthly rate regardless of the number of hours worked.
- C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time. Such travel shall be at the specific request of the Executive Director, Tennessee State Veterans' Homes Board, primarily for the purpose of conducting Peer Review of Medical Directors at other TSVH facilities.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

TENNESSEE STATE VETERANS HOMES BOARD
P. O. Box 10748
Murfreesboro, TN 37129

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

- (1) Invoice/Reference Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by the State to this Contract);
- (5) Account Name: Tennessee State Veterans Homes Board – Murfreesboro Facility;
- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
- (10) Contractor Remittance Address;
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service Description for each service invoiced;
 - ii. Number of Units, Increments, or Milestones of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) for each service invoiced;
 - iv. Amount Due by Service;
 - v. Travel Compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations;" and
 - vi. Total Amount Due for the invoice period.

- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) not include any future work but will only be submitted for completed service; and
- (3) not include sales tax or shipping charges.

- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.

- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least Sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- a. Instances in which the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services shall include, but are not limited to the occurrence of any of the following:
 - i. the Contractor fails at any time to satisfy all qualifications set forth in this contract
 - ii. the Contractor fails or is substantially unable to perform the duties and responsibilities described herein;
 - iii. the Contractor is convicted of any crime punishable as a felony;
 - iv. the State determines, at its sole discretion, that the safety of any of the residents may be jeopardized by continuing this contractual relationship with the Contractor;
 - v. the Contract becomes subject to expulsion, suspension, or other disciplinary action taken by any professional or scientific organization on serious grounds other than for non-payment of dues, or resignation by the Contractor from any professional or scientific organization under the threat of disciplinary action on serious grounds; or
 - vi. the Contractor is sanctioned, excluded or threatened with exclusion, from the Medicare or Medicaid program.
 - b. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

ED HARRIES, EXECUTIVE DIRECTOR
TENNESSEE STATE VETERANS' HOMES BOARD
345 COMPTON ROAD (PO BOX 11328), MURFREESBORO, TN 37130
eharries@tsvh.org
Telephone # 615-225-1816
FAX # 615-898-1619

The Contractor:

For Administrative Inquiries:
Roger Zoorob, MD, MPH, FAAFP
Chair and Professor, Family Medicine
Meharry Medical College
1005 Dr. D.B. Todd, Jr. BLVD
Nashville, TN 37208
rzoorob@mmc.edu
615-327-6572 (office)
615-327-5634 (fax)

For Financial Inquiries:
Terri L. Cody, BA, MSPH
Dept. Administrator, Family Medicine
Meharry Medical College
1005 Dr. D.B. Todd, Jr. BLVD
Nashville, TN 37208
tcody@mmc.edu
615-327-6834 (office)
615-327-5891 (fax)

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Authorized Individuals. Routine notices, requests, demands or other advise by the Contractor specific to the facility shall be submitted to the facility Administrator, or in his/her absence, the Director of Nursing.
- E.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.5. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

- E.6. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
 - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
 - c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.
- E.7. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance and shall maintain current information at the facility detailing the following:
- (a) Insurance Company
 - (b) Proposer's Name and Address as the Insured
 - (c) Policy Number
 - (d) The following minimum insurance coverage:
 - (i) Workers' Compensation/ Employers' Liability , if applicable (including all states coverage), with a limit not less than the relevant statutory amount or one million Dollars (\$1,000,000.00) per occurrence for employers' liability;
 - (ii) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million Dollars (\$1,000,000.00) per occurrence;
 - (iv) Professional Malpractice Liability with a limit of not less than one million Dollars (\$1,000,000.00) per claim.
 - (e) The following information applicable to each type of insurance coverage:
 - (i) Coverage Description,
 - (ii) Exceptions and Exclusions,
 - (iii) Policy Effective Date,
 - (iv) Policy Expiration Date, and
 - (v) Limit(s) of Liability.
- E.8. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same

level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.9. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.10. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.
- a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
 - b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
 - c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
 - d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

- E.11. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.12. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.13. Public Accountability. If the Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive services pursuant to this Contract, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

- E.14. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- E.15. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.16. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.17. Fraud and Abuse. Contractor represents and warrants that Contractor has not been sanctioned under any applicable state or federal fraud and abuse statutes, including exclusion from a federal health care program or if, during the term of this Agreement, Contractor, any parent of Contractor, or any officer, director or owner of Contractor, receives such a sanction or notice of a proposed sanction, Contractor will immediately provide to the Tennessee State Veterans Homes Board a notice of and full explanation of such sanction or proposed sanction and the period of its duration. Tennessee State Veterans Homes Board reserves the right to terminate the Contract immediately upon receipt of notice that Contractor, any parent of Contractor, or any officer, director or owner of Contractor, has been sanctioned under federal or state fraud and abuse statutes and Contractor agrees to indemnify and hold harmless facility from any and all liability, loss or expenses incurred directly or indirectly by any TSVHB Facility because of any sanctions incurred by Contractor under any applicable state or federal fraud and abuse statutes, including any exclusion from a federal health care program.
- E.18. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.
- In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.
- E.19. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the

Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

IN WITNESS WHEREOF,

MEHARRY MEDICAL COLLEGE:

RECOMMENDED BY:

Roger J. Zoorob, MD, MPH, FAAFP
Chair & Professor, Family and Community Medicine

DATE

APPROVED BY:

Billy R. Ballard, MD, DDS
Interim Dean, School of Medicine

DATE

APPROVED:

Wayne J. Riley, M.D., MBA
President and Chief Executive Officer

DATE

TENNESSEE STATE VETERANS' HOMES BOARD:

CHAIRMAN, TENNESSEE STATE VETERANS' HOMES BOARD

DATE

APPROVED:

COMMISSIONER OF VETERANS AFFAIRS

DATE

COMMISSIONER OF FINANCE & ADMINISTRATION

DATE

COMPTROLLER OF THE TREASURY

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation **MUST** be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION